

**CONTRACT EFFECTIVE DATE:** \_\_\_\_\_, 20\_\_\_\_\_

**AGENT:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

EquiTrust Life Insurance Company (hereinafter called the “Company,” “we,” “our” or “us”) and the undersigned person, firm or corporation (hereinafter called “agent,” “you,” “your” or “yourself”) mutually agree to the terms of the contract as follows:

**1. AUTHORITY TO SOLICIT**

You shall be licensed by the state(s) in which you solicit applications for insurance for the Company. You shall solicit applications in accordance with applicable state laws and regulations, the rules and regulations of the Company, and provisions of this contract.

**2. LIMITATION OF AUTHORITY**

- (a) You are not authorized to waive, alter or change any provision or condition of the Company’s insurance policies or certificates, agent’s contracts, literature or receipts, modify or extend the amount of time for any premium payment due the Company.
- (b) You shall not perform any act other than expressly granted herein except as specifically authorized in writing by the Company.
- (c) You are not authorized and are expressly forbidden to bind the Company by any promise or agreement, or to incur any debt, expense or liability in its name or account. You are not authorized to enter into any legal proceedings in connection with any matter pertaining to our business without prior written authorization of the Company. You shall not enter into any Contract, incur any expense or obligation, or cause or permit the insertion or distribution in any publication or otherwise, any advertising or publicity matter which in any way involves the Company without the prior written authority of the Company.

**3. RELATIONSHIP**

Your relationship with the Company shall be that of an independent contractor and not that of an employee. You shall be free to exercise independent judgment as to the time and manner you may perform the acts you are authorized to perform under this contract.

**4. COLLECTION OF PREMIUM**

All monies received by you or collected for or on behalf of the Company shall be made payable to the Company. You are not authorized to endorse or cash checks, drafts, money orders or financial instruments made payable to the Company.

**5. DELIVERY OF POLICY**

- (a) The policy may be delivered only if
  - (1) the proposed insured at the time of delivery is, to the best of your knowledge and belief, in as good a condition of health and insurability as stated in the application for such policy, and
  - (2) the first premium has been fully paid and
  - (3) twenty days have not elapsed from the date said policy was issued by the Home Office.
- (b) any policy not delivered shall be immediately returned to the Company upon expiration of the twenty-day period.
- (c) for each policy issued in the form as applied for and returned for cancellation by the applicant, or for each policy which is reissued at your request, we may require you to reimburse us for an underwriting charge.

**6. AUTHORITY OVER AGENTS**

You have authority to recruit and recommend to the Company individuals to be appointed as agents of the Company. No recommendation or application for appointment or contract will be effective until approved by the Company at its Home Office, 5400 University Avenue, West Des Moines, Iowa 50266.

**7. COMMISSIONS**

- (a) We will pay to you commissions at the rate and the conditions set forth in the commission schedule.
- (b) The commission schedule may be amended by the Company at its option, which amendments shall be effective upon written notice to you. Any amendment to the commission schedule will apply only to applications written after the effective date of the amendment.
- (c) No commission will be paid on premiums paid in advance until after the due dates of the respective paid premiums so paid in advance and then only if the policy is in force and effect on such due date.

- (d) If any insurance procured by you is subsequently converted to or replaced by some other form of policy, the commissions payable, if any, under such new insurance shall be paid to you only if such conversion or replacement is affected by or through you.
- (e) Commissions shall be payable no less than monthly. If the premium on any policy secured hereunder is not paid within ninety days from the premium due date and such policy is subsequently reinstated, you shall be entitled to further commissions only if the policy is reinstated by or through you.
- (f) Should the Company, at its sole discretion, deem it appropriate at any time to cancel a policy and/or refund any premium on which you were paid commission, then such commission shall be charged back to you.
- (g) Commissions on benefit riders, term riders, replacement policies and conversions shall be payable in accordance with Company practices at the time the coverage is issued, converted or replaced, as the case may be.
- (h) All commissions in this Contract shall be reduced by the amount which the Company, pursuant to the terms of their respective commission schedules, pays directly to agents recommended by you and under your supervision.

## **8. ADVANCES**

At any time, upon demand by the Company, any monies paid as an advance of commissions to you or to your agents or otherwise due from you to the Company as shown on your agent's statement shall be payable by you to the Company.

## **9. LIABILITY**

You shall be jointly and severally liable to the Company for all monies, including monies for which agents are liable on whose production you are entitled to receive and/or have received commission from the Company, including but not limited to (a) monies collected on behalf of the Company and (b) monies payable to the Company as a balance due as shown on agent's monthly statement. All accounting records maintained by you relating to our business are subject to inspection at any reasonable time by our authorized representatives. The Company reserves the right to charge interest on any amounts due hereunder up to 1½ percent per month.

## **10. INDEBTEDNESS**

The Company, as additional security and to secure the repayment of any indebtedness due the Company under this Contract or any other Contract with the Company, shall have a first and prior lien against any compensation due you under this Contract and against any other sums due or to become due to you from the Company for any reason. You further hereby assign and grant to the Company an interest in all compensation due or to become due and all other sums which you may have on deposit with the Company from time to time. The Company may, at any time, offset any such indebtedness against compensation due you or other monies which you may have on deposit with the Company under this Contract or any other Contract or Agreement with the Company. If the Company does elect to offset, the offset shall not constitute an election by the Company to forego any other remedies to collect the indebtedness. You agree to pay all costs of collection, including attorney fees, incurred by Company or its successors or assigns in collecting any indebtedness from you. The term "Company," as used in this paragraph, shall include all companies affiliated with EquiTrust Life Insurance Company.

## **11. REIMBURSEMENT & INDEMNIFICATION**

You shall reimburse the Company and/or indemnify the Company for any loss including attorneys' fees resulting from actions by you or your agents and for all costs, expenses and attorneys' fees that the Company may incur in recovering from you any property or indebtedness belonging to or due the Company. You agree to indemnify and hold the Company harmless for any claim, loss, expense, cost or liability which it may incur resulting from your breach of the terms of the Contract or violation of any law or regulation or failure to comply with any court order. Should any claims or lawsuits be made by any third party against you, or the Company as a result of alleged wrongdoing by you, then you shall hold the Company harmless from and indemnify it for any claim, loss, expense, cost or liability which it may incur defending the action and for any settlement of or judgment resulting from such action. The Company may, at its discretion, defend or settle any such claim.

## **12. ASSIGNMENT**

No assignment of any commissions or any other amounts or any portion due or to become due to you shall be valid unless authorized in advance in writing by the Company. Any assignments so authorized shall be subject to any and all indebtedness of you to the Company.

## **13. ACCOUNTING**

The Company will furnish you no less than monthly statements showing commissions credited and other account entries within such account period.

## **14. FORFEITURE**

If, at any time you endeavor to induce agents of the Company to discontinue their contract, or the Company's policyowners to relinquish their policies, you shall forfeit any and all commission(s) that you might otherwise have acquired under any and all contract(s), with the Company. A forfeiture under this paragraph shall not constitute an election by the Company to forego any claim it may have against you.

## **15. DISCONTINUANCE OF POLICY FORMS OR TERRITORY**

Without liability to you, the Company may, at its sole discretion

- (a) discontinue writing business in any territory;
- (b) discontinue and/or withdraw any policy form in any or all territories without prejudice to our right to continue use of said form in any other territory;
- (c) resume the issuance or use of any form in any territory or territories.

## **16. TERMINATION OF CONTRACT**

- (a) This contract shall be automatically terminated in the event of
  - (1) Your failure to be licensed to sell; or
  - (2) your death; alternately, if you are a partnership or a corporation, upon any event legally or contractually causing a dissolution of the partnership or a termination of the corporation. We may continue to rely on this Contract as existing before such dissolution until we receive formal written notice of dissolution; or
- (b) This Contract will automatically terminate, at any time, without prior notice, if you shall
  - (1) withhold or misappropriate any money or other property belonging to us;
  - (2) subject us to liability due to your misfeasance or malfeasance;
  - (3) commit an act of embezzlement;
  - (4) fail to comply with the laws, rules or regulations of any federal, state, or other governmental agency or body having jurisdiction under this Contract;
  - (5) fail to conform to the rules and regulations of the Company;
  - (6) commit any fraud;
  - (7) fail to pay any indebtedness to the Company on demand;
  - (8) actively replace the Company's policies with another Company.

Should you be terminated under this subsection (b), you shall be liable to us for such acts including liability for damages for which we may have been subjected by virtue of such act or acts allowing such termination and you will forfeit all your rights to any further payments and/or commissions under this Contract.

- (c) The Contract may also be terminated by either party with or without cause by giving fifteen days written notice to the other party. The right to termination under this subsection (c) is not restricted by the provisions for termination in (a) or (b) above.
- (d) Upon any termination of this Contract, you shall immediately deliver to us all of the previously furnished materials, supplies, advertising and any other printed matter which mentions the Company.
- (e) Except as set forth in paragraphs 14 and 16(b), first-year commissions shall be fully vested as they accrue, and renewal commissions will be vested at 80 percent of the renewal commission percentage shown in the commission schedule or amendment. Should the renewal commissions due you be less than \$500 for any calendar year, the Company may discontinue payment to you at its discretion.
- (f) In the event of termination of the Agreement for any reason, the lien and set-off provisions hereof shall continue in full force and effect beyond the termination hereof. If, subsequent to termination, any monies shall become due from you to the Company, and you fail to repay such monies upon due demand, all compensation due hereunder or under any other contract you may have with the Company shall be forfeited. A forfeiture under this provision shall not in any way prejudice the Company's right to pursue any remedies available to it to collect any monies owed by you to the Company over and above any set-off amount.

## **17. NOTICES**

Any notice or demand required or permitted to be given under this Contract shall be in writing and shall be deemed effective (unless this Contract provides for a different period of time) upon the personal delivery thereof if delivered or, after having been deposited in the United States mail, postage prepaid, and addressed in the case of Company to its then principal place of business, and in your case to your last known address on the Company's records. Either party may change the address to which such notices are to be addressed by giving the other party notice in the manner herein set forth.

## **18. SEVERABILITY**

Any provision to this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision contained herein, and such other provisions shall remain in full force and effect.

## **19. NON-WAIVER**

The forbearance or neglect of the Company to insist upon strict compliance by you with any of the provisions of the Contract, whether continuing or not, or to declare a termination against you, shall not be construed as a waiver of any of the Company's rights or privileges hereunder. No waiver of any right or privilege of the Company arising from any default or failure of performance by you shall affect the Company's rights or privileges in the event of a further default or failure of performance.

## **20. ENTIRE AGREEMENT**

This Contract cannot be changed by any verbal promise or statement by whom so ever made, and no written modification or change will bind the Company unless it is signed by the President, a Vice President, Secretary or Assistant Secretary of the Company, and expresses an intention to modify or change this contract.

**21. CONFIDENTIAL INFORMATION**

In performing the obligations arising under this Agreement, each party may have access to and receive certain confidential or proprietary information of the other party (hereinafter "Confidential Information"). Each party shall take all reasonable steps necessary to protect the confidential and proprietary nature of all Confidential Information of the other party by affording thereto the same types of protection which the party in possession of Confidential Information of the other party affords its own confidential and proprietary information. Each party has adopted reasonable business practices to limit access and unauthorized disclosure of Confidential Information. The parties will only disclose Confidential Information with those having a sufficient reason to know such information and shall limit employee, vendor, agent and other third party access in accordance with the terms of this Agreement. Except as provided in this Agreement or as reasonably required to perform the services referenced herein, neither party shall, directly or indirectly, disclose or make available to any third party, or use for any purpose, any Confidential Information belonging to the other party, except as may be required by law. Notwithstanding the foregoing, Confidential Information shall not include: (i) any information which is or becomes generally available to the public or the insurance industry, other than as a result of a breach of this Agreement by the party obtaining the Confidential Information; (ii) any information which is lawfully obtained by the party from a third party, provided that the third party is not, to the knowledge of the party obtaining the information, bound by a nondisclosure agreement with respect thereto; or (iii) any information which subsequently develops from independent sources.

**22. ARBITRATION**

If any dispute or disagreement shall arise in connection with any interpretation of this agreement, its performance or non-performance, or the figures and calculations used, the parties shall make every effort to meet and settle their disputes in good faith informally. If the parties cannot agree on a written settlement within sixty days after it arises, or within a longer period agreed upon by the parties, then the matter in controversy shall be settled by arbitration, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The place of any arbitration shall be West Des Moines, Iowa.

**23. APPLICABLE LAW**

To the full extent controllable by our stipulation, this Contract shall be construed in accordance with Company rules and policy now or hereafter established and shall be interpreted and enforced under Iowa law.

**EQUITRUST LIFE INSURANCE COMPANY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

NAME - \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Mail to:  
EQUITRUST LIFE INSURANCE COMPANY  
ATTN: Agency Services  
P.O. Box 14500  
Des Moines, Iowa 50306-3500